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5 Attorney for: Secured Creditor,
Arch Bay Holdings, LLC-Series 2008B, its assignees and/or successors and the servicing agent
6 Marix Servicing LLC

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10 UNITED STATES BANKRUPTCY COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 OAKLAND DIVISION

13 In re:) Case No. 09-49662 N

14)

15 Nene V Ndah-Fingesi,) Chapter 13

16)

17) RS No. JST-4765

18 Debtor.)

) **MOTION FOR RELIEF FROM
AUTOMATIC STAY**

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) Date: 03/18/2010

) Time: 10:30 A.M.

) Ctrm: 220

) Place: 1300 Clay Street
Oakland, CA

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) **Judge: Randall J. Newsome**

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24 Arch Bay Holdings, LLC-Series 2008B, its assignees and/or successors in interest

25 (“Secured Creditor” or “Movant” herein), moves this Court for an Order Terminating the
26 Automatic Stay of 11 U.S.C. § 362 as to moving party (and the Trustee under the Deed of Trust
27 securing moving party’s claim) so that moving party and its Trustee may commence and
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1 continue all acts necessary to foreclose under the Deed of Trust secured by the Debtor's property,
2 commonly known as 1005 Barrett Avenue, Richmond, CA 94801, ("Property" herein).

3 As stated in the attached Declaration, the Debtor has failed to make 3 post-petition
4 payments (11/09 through 1/10).

5 Based on the foregoing, Secured Creditor alleges that Secured Creditor is not adequately
6 protected. Secured Creditor is not receiving regular monthly payments, and is unfairly delayed
7 from proceeding with the foreclosure of the subject Property. Accordingly, relief from the
8 automatic stay should be granted to Secured Creditor pursuant to 11 U.S.C. § 362(d)(1) and (2).

9 WHEREFORE, Secured Creditor prays for judgment as follows:

- 10 1. For an Order granting relief from the automatic stay, permitting Secured Creditor to
11 proceed with the foreclosure under Secured Creditor's Deed of Trust, and to sell the
12 subject Property at a trustee's sale under the terms of the Deed of Trust to proceed
13 with any and all post foreclosure sale remedies, including the unlawful detainer action
14 or any other action necessary to obtain possession of the Property.
- 15 2. For an Order that the fourteen day stay described by Bankruptcy Rule 4001(a)(3) be
16 waived.
- 17 3. For an Order modifying the automatic stay to protect Secured Creditor's interest, as
18 the Court deems proper.
- 19 4. For attorneys' fees and costs incurred herein.
- 20 5. For such other relief as the Court deems proper.

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1 6. The Moving Party, at its option, may offer, provide and enter into any potential
2 forbearance agreement, loan modification, refinance agreement or other loan
3 workout/loss mitigation agreement as allowed by state law. The Movant may contact
4 the Debtor via telephone or written correspondence to offer such an agreement. Any
5 such agreement shall be non-recourse unless included in a reaffirmation agreement.

6 Dated: February 22, 2010

McCarthy & Holthus, LLP

7 By: /s/ Jeffrey S. Totah

8 Jeffrey S. Totah, Esq.

9 Attorneys for Secured Creditor

10 Arch Bay Holdings, LLC-Series 2008B

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